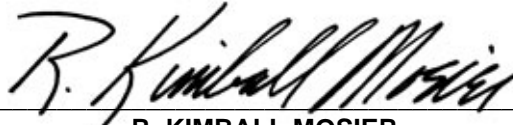


The below described is **SIGNED**.

Dated: January 11, 2012



R. KIMBALL MOSIER
U.S. Bankruptcy Judge



M. Darin Hammond – Bar No. 6741
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Attorneys for America First Credit Union

UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH, CENTRAL DIVISION

IN RE:

JAYSON R. MYLER,

Debtor.

AMERICA FIRST FEDERAL CREDIT
UNION,

Plaintiff,
vs.

JAYSON R. MYLER,

Defendant.

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Bankruptcy Case No. 09-32216

Adversary Case No. 10-02228

Chapter 7
Judge: R. Kimball Mosier

(Filed Electronically)

The Court, having conducted a hearing on Plaintiff's Motion for Summary Judgment and having heard oral arguments from counsel on November 22, 2011 with counsel for Plaintiff

appearing on the record and no other appearances being made, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

The Court makes the following findings of fact:

FINDINGS OF FACT

1. Defendant was scheduled to attend a deposition on November 23, 2010 and proper notice was provided to Defendant.
2. Defendant failed to attend the deposition on November 23, 2010.
3. As a result of Defendant's non-appearance, Plaintiff incurred attorney's fees in the amount of \$220.00 and court-reporter costs in the amount of \$108.90 for a deposition which Defendant failed to attend.
4. During the course of this lawsuit, the Parties entered into an oral settlement agreement where Defendant agreed to pay up to \$1,000.00 in costs incurred by Plaintiff of recovering the subject motorcycle.
5. The foregoing settlement agreement was confirmed by a letter from Plaintiff's counsel to Defendant's counsel.
6. Plaintiff advanced \$1,000.00 to Defendant and Defendant agreed to reimburse those costs no later than April 2011.
7. Defendant has failed to make the payment of \$1,000.00 as agreed.

Based upon the above facts, the following conclusions of law remain.

CONCLUSIONS OF LAW

1. Pursuant to F.R.C.P. 37. Defendant is responsible to Plaintiff for the costs and attorneys' fees incurred in relation to the deposition at which he failed to attend.
2. Defendant is required to pay \$220.00 to Plaintiff in attorneys' fees and \$108.90 in court reporter fees.
3. Defendant's failure to pay America First Credit Union for the \$1,000.00 in repossession fees is a compensable breach of the parties' settlement agreement.
4. The Defendant's failure to reimburse America First Credit Union \$1,000.00 for the advance of funds renders the Defendant liable for that amount to Plaintiff.
5. Based upon the foregoing Plaintiff is entitled to a judgment against Defendant in the amount of \$1,328.90.

END OF DOCUMENT

CERTIFICATE OF MAILING

I hereby certify that on this 10th day of January, 2012, I mailed a true and correct copy of the foregoing, **FINDINGS OF FACT AND CONCLUSIONS OF LAW** via First Class United States mail, or ECF transmission as follows:

- M. Darin Hammond dhammond@smithknowles.com, astevenson@smithknowles.com
- Jody L. Howe jody@utahbankruptcy.com,
clerk@utahbankruptcy.com;mike@utahbankruptcy.com



Legal Assistant

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on this _____ day of January, 2012, I mailed a true and correct copy of the foregoing, **FINDINGS OF FACT AND CONCLUSIONS OF LAW** via First Class United States mail, or ECF transmission as follows:

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Clerk